

The 9th June, 1977

No. 5264-3LAB/77/14076.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the President of India, is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workman and management of M/s. N.S. Corporation, Industrial Area, Yamunanagar.

BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK
Reference No. 10 of 1974
between

SHRI KANTI PARSHAD, WORKMAN AND THE MANAGEMENT OF M/S N.S. CORPORATION,
INDUSTRIAL AREA, YAMUNANAGAR

AWARD

By order No. ID/AMB/311-A-73/2576-80, dated 29th January, 1974 the Governor of Haryana referred the following dispute between the management of M/s N.S. Corporation, Industrial Area, Yamunanagar and its workman Shri Kanti Parshad to this Court for adjudication in exercise of the powers conferred by clause C of sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

“Whether the termination of services of Shri Kanti Parshad was justified and in order ? If not, to what relief is he entitled ?

The parties put in their appearance in this Court in response to the usual notices of reference sent to the and filed their pleadings, giving rise to the following issues framed,—*vide* order, dated 17th May, 1975 and 25th November, 1975 :—

1. Whether the reference is bad in law and without jurisdiction ?
 - (a) Whether National Seeds Corporation, Industrial Area, Yamunanagar as such can be legally impleaded as a party in the reference ?
2. Whether it is a case of self abandonment of service by the workman as alleged by the management ?
 - 2 (a) Whether the Haryana Government is competent to make the reference ?
3. Whether the termination of services of Shri Kanti Parshad was justified and in order ? If not, to what relief is he entitled ?

Issue No. 1, 1(a) and 2(b) related to the preliminary objections of the management concerned that the Haryana Government had no powers to make the reference in view of the National Seed Corporation having admittedly its Head Office at Delhi, and the National seed Corporation Industrial Area Yamunanagar could not be impleaded as a party in the reference. All these issues were decided by me against the management,—*vide* my detailed order dated 20th July, 1976 with a finding that the words “Industrial Area Yamunanagar” in the reference made to this Court were a surplusage and be ignored and treated as non existent and the Haryana Government had jurisdiction to make the reference. The order dated 20th July, 1976 be treated as a part of this award and sent to the Government for publication.

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The management led no evidence on issue No. 2 and Shri D.S. Rikhi their authorised representative instead made a statement that the Yamunanagar branch of the Corporation had since been closed and no official was available for making a statement in support of their pleas. Shri D. S. Rikhi thus closed his case without adducing any evidence and Shri Surinder Kumar authorised representative of the workman in view of absence of any evidence for the management on this issue, did not consider it necessary to adduce any evidence in rebuttal and closed his case. It would thus appear that the burden of issue No. 2 so heavily placed on the management remained undischarged rendering their plea relating to this issue unestablished. I accordingly decide this issue against the management.

In view of my findings on issue No. 2 the termination of services of the workman by the management is obviously unjustified and he is entitled to reinstatement with continuity of service and full back wages. I hold accordingly and answer the reference while returning the award in these terms.

Dated the 26th May, 1977.

MOHAN LAL JAIN,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 1018, dated 28th May, 1977.

Forwarded (four copies) to the Secretary to Government Haryana, Labour and Employment Departments Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

MOHAN LAL JAIN,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, LABOUR, COURT,
HARYANA, ROHTAK

Reference No. 10 of 1974

between

SHRI KANTI PARSHAD WORKMAN AND THE MANAGEMENT OF M/S N.S. CORPORATION
INDUSTRIAL AREA YAMUNANAGAR

ORDER

I have heard arguments of authorised representatives of the parties on issues No. 1, 1(a) and 2(b) relating to the competency of the reference made by the Haryana Government in respect of legality and justifiability of the termination of services of the workman Shri Kanti Parshad of National Seed Corporation, Industrial Area, Yamunanagar.

It is admitted that the workman was employed with the National Seeds Corporation, in their branch at Industrial Area Yamunanagar and the dispute relating to the termination of his services arose at Yamuna agar falling within the territory of the Haryana Government. The appropriate Government under the circumstances to make the reference is obviously the Haryana Government as was held by the Madras High Court in case E.I.D. Parry Limited, Madras V/S State of Tamil Nadu and others reported in Haryana Labour Journal October, December, 1975 at page 53.

As regards the party liable to be impleaded in the reference, National Seeds Corporation Limited is a Company incorporated under the Indian Companies Act with its registered office at Delhi. The Haryana Government has, therefore, impleaded National Seeds Corporation, Industrial Area, Yamunanagar which is undisputably not a district and separate entity Industrial Area, Yamunanagar added after National Seeds Corporation in the reference on the basis of the description of the National Seeds Corporation, Industrial Area, Yamunanagar made by the workman in the notice of demand is a surplusage liable to be ignored and treated as non-existent. I, thus direct that National Seeds Corporation alone without appendage of Industrial Area, Yamunanagar shall be deemed to be a party impleaded in the reference.

I, thus hold that the reference is not bad in law or without jurisdiction and that National Seeds Corporation should alone be treated as a party without appendage of Industrial Area, Yamunanagar and that Haryana Government is competent to make the reference. I decide issues No. 1, 1(a) and 2(b) accordingly in favour of the workman with the direction to the management to adduce their evidence on issues No. 2 and 3 on 23rd November, 1976 at Ambala Cantt.

Dated 20th July, 1976.

MOHAN LAL JAIN,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 5266-3Lab-77/14078.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s Hari Palace Ambala City.

BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK

Reference No. 7 of 1976

Between

SHRI BED PARKASH VERMA, WORKMAN AND THE MANAGEMENT OF M/S HARI PALACE,
AMBALA CITY

AWARD

By order No. ID/AMB/249-C-75/3027, dated 23rd January, 1976, the Governor of Haryana, referred the following dispute between the management of M/s Hari Palace, Ambala City and its workman Shri Ved Parkash Verma to this Court for adjudication in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

“Whether the termination of services of Shri Ved Parkash Verma is justified and in order? If not, to what relief is he entitled?”

The parties put in their appearance in this Court in response to the usual notices of reference sent to them and filed their pleadings.

The workman served a notice of demand, dated 1st November, 1975 on the management for his reinstatement in service with back wages and continuity of service with effect from 21st October, 1975 on the ground that the latter terminated his services on 21st October, 1975 without assigning any reasons and failed to take him on duty despite repeated requests.

He alleged,—*vide* claim statement, dated 24th February, 1976 that he as President of the Haryana Cinema Employees Union, Ambala City served a notice of demand on the management relating to the entitlement of the workmen for leave, etc. and the management felt annoyed with him on this ground and terminated his services in order to victimise him, illegally besides getting him arrested under section 107/151 I.P.C. on 21st November, 1975 and that he was thus entitled to reinstatement with full back wages and continuity of service.

The management raised preliminary legal objection,—*vide* written statement filed by them that the claim statement of the workman and the reference made to this Court were beyond the scope of the notice of demand served on them and the reference was as such not maintainable and liable to be rejected on these grounds. They stated that the workman raised a demand on them only in respect of his reinstatement in service with full back wages and continuity of service and that the Government was as such not competent to refer a dispute in respect of justification of termination of services of the workman and that the allegations made by the workman that the management victimised him on account of his trade union activities and that they got him arrested and that no cause of complaint was ever given to them by him were liable to be ignored and expunged. On merits of the case, they pleaded that they terminated the services of the workman on payment of one month's wages towards notice by way of discharge simpliciter, bonafide on feeling that his continuance in service was prejudicial to their interest and the Industrial peace without dismissing him from service and no charge sheet was required to be served on him and no enquiry was required to be made under law against him under these circumstances.

The workman controverted the pleas of the management and reiterated the allegations made by him in the claim statement,—*vide* rejoinder filed by him. The following issues were framed on pleas of the parties,—*vide* my order, dated 21st May, 1976 :—

- (1) Whether the reference is bad in law for the preliminary objections raised by the management in their written statement?
- (2) Whether the pleadings of the workman are beyond the demand raised by him on them? If yes, to what effect?
- (3) Whether the termination of services of Shri Ved Parkash Verma was justified and in order? If not, to what relief is he entitled?

I have heard learned authorised representatives of the parties with reference to the evidence led by them. I decide the issues as under :—

Issue Nos. 1 & 2.—These issues being interconnected shall be disposed of and decided by me together. The plea taken by the management that the claim statement of the workman should have been strictly in accordance with the language or purport of the notice of demand, and that the latter could not allege the reasons which according to him led the management to terminate his service, was not substantiated by their authorised representative Shri R. L. Gupta with reference to any authority on this subject. There is, therefore, in my opinion no valid reason to debar the workman from amplifying or clarifying the demand initially made by him on the management,—*vide* a regular pleading filed by him in Court after the reference is made. The workman having specifically stated in the notice of demand that his services were terminated without assigning any reason and he was entitled to reinstatement with full back wages and continuity of service, the reference of the dispute for adjudication made to this Court in the manner as stated above could neither be said to be improper nor illegal debarring the jurisdiction of this Court to determine the same and the contention made by the management giving rise to issue No. 1 is manifestly imaginary and ill-founded and it may not be wrong to say that the plea has been taken only for the sake of finding an attempt to put something on record however, ridiculous it may seem, in order to suppress the weakness of the case. I, thus decide both these issues against the management.

Issue No. 3.—The management admittedly terminated the services of the workman,—*vide* their letter dated 21st October, 1975, Exhibit M-3 with payment of a sum of Rs 400 to him in accordance with the requirement of the Punjab Shops and Commercial Establishment Act in lieu of notice pay. No mention was ever made in this letter that the service of the workman were being terminated by way of discharge simplicitor as a result of loss of confidence of the management in him. The letter was thus in a way drafted in a manner so as to enable the management to finally take a plea suiting to them, during the trial of the dispute, by the Labour Court or the Industrial Tribunal either that the services of the applicant were terminated by way of discharge simplicitor or by way of his dismissal from service. On perusal of the letter Exhibit M-3 and interpreting it alone bereft of any other evidence it cannot as any rate be said that the service of the workman are terminated by way of discharge simplicitor as a result of loss of confidence in him by the management. It was infact for the first time that such a plea was found taken in the written statement, dated 19th May, 1976 filed after the reference was made and is obviously an after thought liable to be rejected on this short ground.

Assuming that the services of the workman were terminated by way of discharge simplicitor as a result of loss of confidence in him by the management, it remains to see and determine if the action of the management was bona fide or a camouflage or a device adopted to conceal their intention to do away with the service of the workman under the pretext of discharging him from service in simplicitor. The evidence led by the management in this connection thus required close scrutiny in order to find if it well meets the tests provided by law and judicial decisions made from time to time.

The management examined Shri Harbans Lal Rana their Manager as MW-1 and Shri Kuldip Parkash Managing partner as MW-2 in order to establish their case as referred to above. The up and short of their evidence was that on receipt of complaints Exhibit M-1 and M-2, Shri Kuldip Parkash came down to Ambala from Chandigarh his place of residence on 21st October, 1975, and called the workman concerned Shri Ved Parkash in his office and asked him as to why did he indulge in illegal activities mentioned in the complaints and on the latter's reply that he had a right as President of the Union of the employees to advise them even inside the premises of the Cinema and even at the risk of termination of his services, Shri Kuldip Parkash directed Shri Harbans Lal Rana to terminate his services and signed the order Exhibit M-3, on the same being put up before him. Exhibit M-2 is allegedly a complaint made by Shri Harbans Lal Rana to Shri Kuldip Parkash in writing on 20th October, 1975, that the workman concerned Shri Ved Parkash Head Operator rebuked Shri Chander Mohan and asked him as to why did he made a complaint to Seth Ji (Shri Kuldip Parkash) about the meeting held on 14th October, 1975, and threatened him to teach him a lesson and that the workman also threatened Sarvshri Kailash Chander, Raj Kumar and Mohan Lal who had come there to teach each one of them a lesson for his making a complaint to Shri Kuldip Parkash. It was further stated in this complaint that Shri Jagdish and Mohan Lal had made a report to Shri Harbans Lal Rana against Shri Ved Parkash workman concerned in respect of the latter having coerced them to give in writing that none of them had any knowledge of the case of Shri S. R. Khanna. It is, however, interesting to note that the complaint Exhibit M-2 was brought on record for the first time on 23rd November, 1976, at a late stage much after the reference was made on 23rd January, 1976, and it did not see the light of the day earlier. It is further pertinent to note that not a single workman alleged to have been threatened or coerced by Shri Ved Parkash was examined in support of the plea that the latter indulged in disciplinary activities prejudicial to the smooth working of the Cinema. In avsnce of such an important evidence, the solitary statement of Shri Harbans Lal Rana that Shri Ved Parkash exhorted the workman to strike work or that he rebuked them, can hardly be relied upon particularly when it is found rebutted by the testimony of the workman himself.

The complaint Exhibit M-1 was alleged to have been made to Shri Harbans Lal Rana by Sarvshri Kailash Chand, Chander Parkash, Chander Mohan and Dial Singh etc. workmen with an allegation that Shri Ved Parkash wanted and exhorted them to strike work and that he coerced them to do so. This document was also brought for the first time on record on 23rd November, 1976, without any explanation of its being withheld earlier and not a single witness was examined to prove the correctness of the allegations stated therein against the workman. This document is also, therefore, liable to be rejected as false and fabricated and cannot be said to constitute any evidence of the conduct attributed to the workman concerned justifying the loss of confidence in him of the management.

Taken from any angle there is not an iota of legal reliable cogent or trust worthy evidence on record in support of the bona fides of the management of their action of discharging the workman from service in simplicitor and the result is that his services had been terminated in order to victimise him for his trade union activities as deposed to by him and Shri Chander Mohan workman examined by him and the action of the management in terminating his services was mala fide.

There is no dispute with the principles of law as stated in 1972 I LLJ 501 between Air India Corporation, Bombay and V.A. Rabellow and another, 1971 II LLJ 620 between the workman of Sudder Office, Cinnamara and the management of Sudder Office and another and 1962 I LLJ 374 between U. B. Dutt & Co. (Private) Ltd. and its workmen, all authorities of the Hon'ble Supreme Court, relied on by the management in support of their right to terminate the services of the workman by way of discharge simplicitor as a result of their loss of confidence in him, either under the contract of service or under the Certified Standing Orders, but none of these authorities has an application in the instant case, in view of my specific findings that there is absolute no evidence on record to support the view that the action of the management in terminating the service of the management was bona fide and that the order of termination of his services was on the other hand mala fide.

The result is that the service of the workman was unjustified and not in order and he is entitled to reinstatement with continuity of service and full back wages. I decide this issue accordingly and answer the reference while returning the award in these terms.

Dated 20th May 1977.

MOHAN LAL JAIN

Presiding Officer
Labour Court, Haryana, Rohtak.

No. 1012, dated 28th May, 1977

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

MOHAN LAL JAIN,

Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 5265-3Lab-77/14080.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and the management of M/s Tara Industries, Industrial Area, Bahadurgarh—

BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 28 of 1976

Between

SHRI SHER SINGH WORKMAN AND THE MANAGEMENT OF M/S TARA INDUSTRIES,
INDUSTRIAL AREA, BAHADURGARH

AWARD

By order No. ID/RK/261-B-76/10287, dated 17th March, 1976, the Governor of Haryana, referred the following dispute between the management of M/s Tara Industries, Industrial Area, Bahadurgarh and its workman Shri Sher Singh to this Court, for adjudication, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

Whether the termination of services of Shri Sher Singh was justified and in order? If not, to what relief is he entitled?

The parties put in their appearance in this Court in response to the usual notices of reference sent to them and filed their pleadings.

The workman alleged, —vide claim statement filed by him in conformity with the notice of demand dated 16th January, 1976, Ex. W-1 served by him on the management that the latter arbitrarily and illegally terminated his services on 8th January, 1976, with effect from 9th January, 1976, and that he was entitled to reinstatement with continuity of service and full back wages.

The management denied the allegations made by the workman and gave out that the latter began absenting himself from duty during July, 1973, and served a notice of demand on them which led to Conciliation proceedings and that a settlement was entered into between the parties on 5th September, 1973, under section 12(3) of the Industrial Disputes Act whereby the workman agreed to report for duty to them on 6th September, 1973, and to be regular and punctual thereafter. They pleaded that the workman left their factory without prior permission or intimation to them in the beginning of the 2nd half of the day on 8th January, 1976, and falsely raised a demand on them on 16th January, 1976, that his services had been terminated with effect from 9th January, 1976, and that they on receipt of this letter, sent him a reply on 20th January, 1976, directing him to report for duty and that he instead of reporting for duty sent a letter to the Labour Officer with a copy to them for his unjustified reinstatement. They explained that their Manager-cum-Partner Shri C.K. Aggarwal could not attend the conciliation proceedings on account of an attack of Acute Jaundice resulting in his admission as an indoor patient in the Hospital from 5th February, 1976, to 20th February, 1976, and that on receipt of the report of the Conciliation Officer, they sent a letter to the Labour Commissioner, Haryana explaining the entire position and a letter to the workman concerned again offering him duty but he did not turn up and took up a false plea

that he was not allowed duty on 11th March, 1976. The management further pleaded that the parties again arrived at a settlement dated 24th March, 1976, whereby the workman agreed to report himself on duty on 26th March, 1976, with a condition that the wages of the intervening period shall not be paid to him and that this agreement shall be filed in the Labour Court seized of a reference already made to it, for an award in these terms. They finally gave out that the workman reported for duty on 26th March, 1976 and worked for 27th March, 1976, in accordance with the settlement dated 24th March, 1976, but again absented himself from duty and that they thus sent him a letter on the address stated in the notice of demand on 30th March, 1976, and did not receive any reply thereof and treated the applicant in these circumstances as having abandoned his job of his own accord.

The workman reiterated the allegations made by him in the claim statement and controverted the plea of the management and gave out,—*vide* rejoinder filed by him that Shri Dhan Singh was not authorised to enter into settlement dated 24th March, 1976, which was illegal, with the result that following issues were framed on pleas of the parties,—*vide* order dated 29th June, 1976:—

- (1) Whether the workman abandoned the job of his own accord voluntarily by absenting himself from duty with effect from 28th March, 1976 ?
- (2) If not, whether the termination of services of Shri Sher Singh was justified and in order? If not, to what relief is he entitled ?
- (3) Whether Shri Dhan Singh had been authorised to enter into settlement dated 24th March, 1976, after the date of reference ?
- (4) If yes, a settlement dated 24th March, 1976, was legally and validly arrived at between the parties? If yes to what effect ?

I have heard learned authorised representatives for the parties with reference to the evidence led by them. I propose to decide the issues as under :—

Issue No. 1.—This is an important issue of fact in the case. The management in order to prove their case covered by this issue, examined their Supervisor Shri Suraj Singh MW-1 and Shri C. K. Aggarwal their Managing Partner MW-2. Shri Suraj Singh Supervisor deposed with reference to the register of attendance of the employees brought by him in Court, that the workman concerned Shri Sher Singh absented himself from duty from 8th January, 1976 to 25th March, 1976, and that he returned back on duty on 26th March, 1976, and attended his work on that date and on 27th March, 1976, where after he again absented himself from duty till 30th June, 1976, when his name was struck off the muster roll as a result of his continued absence. He explained that he was allowed to join duty on 26th March, 1976, as a result of settlement Ex. M-1 arrived at between them and the workman through his authorised agent. He specifically deposed that the management never declined to assign him duty and that they never terminated his services and that they on the other hand had sent him a letter dated 20th January, 1976, copy Ex. M-2 asking him to join duties, through registered post and that no reply thereof was received by them. He denied the suggestion that the management received a copy of the complaint made by the workman to the Labour Inspector.

Shri C.K. Aggarwal MW-2 corroborated the statement of Shri Suraj Singh and deposed in respect of his inability to attend the conciliation proceedings on account of his illness and his sending a letter copy Ex. M-5 to the Labour Commissioner and of his sending a letter copy Ex. M-8 to the workman through registered post. He deposed that he agreed to take Shri Sher Singh workman on duty in pursuance of the settlement copy Ex. M-1 signed by Shri Dhan Singh his authorised representative in his presence on 24th March 1976, and that the workman attended his duties on 26th March, 1976 and 27th March, 1976 and absented himself thereafter.

The workman while not denying the execution of the settlement Ex. M-1 by Shri Dhan Singh, set up a case that the latter was not authorised to do so. He infact relied on the termination of his services by the management on 8th January, 1976. He thus assailed the correctness and legality of the settlement dated 24th March, 1976, Ex. M-1. This question thus requires consideration. The workman admitted,—*vide* rejoinder filed by him and his statement made by him as his own witness, that Shri Dhan Singh had been duly authorised by him to appear before the Conciliation Officer in the matter of conciliation proceedings relating to the demand dated 16th January, 1976, copy Ex. W-1.

Two important questions arise in the case for decision, one as to whether the workman is bound by the settlement Ex. M-1 undisputably executed by Shri Dhan Singh his authorised representative and whether he ever implemented this settlement and what is its effect and the other as to whether he absented himself from duty from 8th January, 1976 to 25th March, 1976, thus abandoning his job voluntarily.

Taking the first question Shri Suraj Singh deposed with reference to register of attendance brought by him that Shri Sher Singh actually attended his duties on 26th March, 1976 and 27th March, 1976, where after he again absented himself and continued to do so till 30th March, 1976, when his name was struck off the muster

roll as a result of his continued absence. No material could be brought from the witness in cross examination leading me to doubt this part of his evidence and I as such see no reasons to disbelieve him on this aspect of the matter, particularly when he is found corroborated by the documentary evidence consisting of the register of attendance and the statement of Shri C.K. Aggrawal MW-2 and the letter copy Ex. M-10 sent to the workman under the signatures of Shri Dhan Singh his authorised representative informing him that he had left work with effect from 28th March, 1976 after he attended his duties on 26th March, 1976 and 27th March, 1976 in pursuance of the settlement copy Ex. M-1. The solitary oral statement of the workman that he did not join duties on 26th March, 1976 cannot be taken as sufficient for rebutting the over helming evidence oral and documentary led by the management. I, therefore, place full reliance on the evidence referred to above, led by the management and hold that the workman actually joined duties on 26th March, 1976 and worked on 27th March, 1976 and thus implemented the settlement Ex. M-1 considering the demand, dated 16th January, 1976 as fully satisfied. The reference thus made in respect of the dispute stated above, requires non adjudication in view of the proved facts that the workman withdrew the demand, dated 16th January, 1976 by way of implementing the settlement Ex. M-1 with his actually joining duties on 26th March, 1976 and worked on 27th March, 1976. The circumstance that the workman himself implemented the settlement Ex. M-1, itself binds him with the same and he cannot be heard to say that he did not authorise Shri Dhan Singh to enter into the settlement.

This brings me down to the determination of 2nd important question relating to the absence of the workman from duty from 8th January, 1976 to 25th March, 1976. Assuming that the workman did not join duties on 26th March, 1976 and did not work on 27th March, 1976 and that he is not bound by the settlement Ex. M-1, it remains to see as to whether he is entitled to relief under the demand, dated 16th January, 1976 on the ground of termination of his services by the management. The management are proved to have written letter Ex. M-2, dated 20th January, 1976 to the workman—vide acknowledgement receipt Ex. M-3 bearing the signatures of Shri Dhan Singh his authorised representative, dated 22nd January, 1976 informing him that he himself absented himself from duty with effect from 8th January, 1976 and that they never terminated his services. The workman did not dare to rebut this part of the statement of Shri Suraj Singh while appearing as his own witness and never set up a plea of his ever replied letter Ex. M-2 denying the allegations that he absented himself from duty with effect from 8th January, 1976. This circumstance well corroborates the oral and documentary evidence led by the management in support of their plea that the workman himself abandoned his job by way of absenting himself from duty from 8th January, 1976 to 25th March 1976. I, for the reasons stated in details while discussing the question relating to the validity and binding nature of the settlement Ex. M-1 rely on the evidence led by the management and hold that the workman himself abandoned his job with effect from 8th January, 1976 and this is not a case of termination of his services by the management concerned. I, therefore decide this issue in favour of the management.

Issue No. 2.—In view of my findings on issue No. 1 the workman is not entitled to any relief as this is obviously a case of his abandoning the job of his own accord and not a case of termination of his services by the management. I, decide this issue accordingly.

Issue No. 3 and 4.—Having regard to findings made by me while discussing issue No. 1, and the reasoning adopted by me there I decide these issues in favour of the management. The result is that the workman himself abandoned his job with effect from 8th January, 1976 and he is not entitled to any relief. I, accordingly answer the reference while returning the award in these terms.

Dated the 20th May, 1977.

MOHAN LAL JAIN,
Presiding Officer,
Labour Court, Haryana, Rohtak.

Endst. No. 1013, dated the 28th May, 1977

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes, Act, 1947.

MOHAN LAL JAIN,
Presiding Officer,
Labour Court, Haryana, Rohtak.

The 10th June, 1977

No. 3048-3Lab-77/13325.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 5 of the Minimum Wages Act, 1948 (Central Act XI of 1948), the President of India hereby appoints the committee consisting of the following persons to hold enquiries and advise the Government for revising minimum rates of wages in respect of employment in Cotton Ginning and Pressing Factories in the State of Haryana, which were previously fixed by Haryana Government, Labour Department notification No. 11134-3Lab-74/74, dated the 30th December, 1974, and fix minimum rates of wages for the workers for whom no wages were previously fixed :—

Government nominees who do not represent any interest :

- | | |
|--|-------------|
| (1) Shri J.D. Mehta, Deputy Labour Commissioner, Haryana,
Chandigarh. | .. Chairman |
| (2) Economic and Statistical Adviser, Haryana or his nominee | .. Member |

Employers Representatives :

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| (1) Shri Mast Ram, Manager M/s Padmawali Raje Cotton Ginning and Pressing Factory, Sirsa. | Member |
| (2) Ch. Brij Lal, Chaudhry Cotton Ginning and Pressing Factory, Mandi Dabwali. | Member |
| (3) Shri Ishwar Chander, Manager M/s Babyal Cotton and Ginning Factory, Sapatu Road, Ambala City. | Member |

Employees Representatives :

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| (1) Shri Harbans Lal, General Secretary, the Karnal District Oil, Flour, Cotton and Rice Mill Workers Union, Regd., Karnal. | Member |
| (2) Shri R. L. Sharma, Organising Secretary, INTUC Haryana, F-55, Press Colony, Faridabad. | Member |
| (3) Shri Rohtas Kumar, Textile Karamchari Sangh, Bhiwani. | Member |

2. The committee shall make its recommendations to Government within three months from the date of publication of this notification in the official Gazette.

3. The headquarters of the Committee shall be at Chandigarh.

No. 5260-3Lab-77/14140.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and the management of M/s Aggarwal Tent House, Chauwk Bazar, Jagadhari.

BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 49 of 1976
between

SHRI CHANDER PARKASH WORKMAN AND THE MANAGEMENT OF M/S AGGARWAL TANT HOUSE, CHAWK BAZAR, JAGADHARI

AWARD

By order No. ID/AMB/487-A-76/21433, dated 22nd June, 1976, the Governor of Haryana, referred the following dispute between the management of M/s Aggarwal Tent House, Chauwk Bazar, Jagadhari and its workman Shri Chander Parkash, to this Court, for adjudication, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

“Whether the termination of services of Shri Chander Parkash was justified and in order ? If not, to what relief is he entitled ?”

The parties put in their appearance in this Court in response to the usual notices of reference sent to them and filed their pleadings giving rise to the following issues framed by me,—*vide* my order, dated 17th January, 1977.

1. Whether Shri Chander Parkash was employed as a workman with the management concerned ?
2. If yes, whether the termination of services of Shri Chander Parkash was justified and in order? If not, to what relief is he entitled ?

The case was fixed for recording the evidence of the workman for 25th April, 1977 when on a request made by his authorised representative it was adjourned to 25th May, 1977 for that purpose. The workman failed to adduce his evidence even on 25th May, 1977 the date of adjourned hearing, so much so, he did not appear for making his own statement on that date. A request made by Shri Surinder Kumar his authorised representative for yet another adjournment is stoutly opposed by Shri Subhash Chander authorised representative for the management. I in the absence of any explanation for the workman concerned for his failure to appear and adduce his evidence on the date of hearing

fixed in the case consider the request made by his authorised representative for grant of yet another adjournment as unreasonable and close his case on issue No. 1. In absence of any evidence on behalf of the workman on issue No. 1. the burden so heavily placed on him obviously remained undischarged. I thus decide this issue against the workman.

In view of my findings against the workman on issue No. ., the reference of the dispute stated above is bad in law and he is not entitled to any relief. I, therefore decide issue No. 2 accordingly and answer the reference while returning the award in these terms.

Dated the 25th May, 1977.

MOHAN LAL JAIN,
Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 1014, dated the 28th May, 1977

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under Section 15 of the Industrial Disputes Act, 1947.

MOHAN LAL JAIN,
Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 5272-3Lab-77/14144.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Vishwa Nath Industries, 14th Mile Stone, Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, HARYANA, FARIDABAD

Application No. 13 of 1976 under section 33-A of the Industrial Disputes Act, 1947

between

SHRI M. D. JABBIR WORKMAN AND THE MANAGEMENT OF M/S VISHWA
NATH INDUSTRIES, 14TH MILE STONE, MATHURA ROAD, FARIDABAD

Present.—

Nemo, for the workman.

Shri M. D. Sharma, for the management.

AWARD

The workman Shri M. D. Jobber filed this complaint under section 33-A of the Industrial Disputes Act. Notice thereof was given to the management. The management appeared but prayed for adjournment for filing their reply. Thereafter the representative of the management appeared but the workman did not appear. The representative of the management filed a settlement-cum-receipt which stated that the workman concerned has received a sum of Rs. 348 in full and final settlement of his claim including his claim for reinstatement and re-employment. This is signed by the workman concerned. This document further witnessed that the workman concerned has no objection if the approval is granted to the management in their above application but the management had not applied for any approval. Hence that can not be granted. However the net result of settlement-cum-receipt signed by the workman concerned and produced by the representative of the workman is that the complaint under section 33-A of the workman is dismissed. I, therefore, give my award as follows :—

“That the complaint of the workman concerned under section 33-A of the Industrial Disputes Act is dismissed and that the workman concerned has been rightly dismissed from service and is not entitled to any relief. In view of the settlement both the parties are to bear their own costs.

Dated 10th May, 1977.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 487, dated 21st May, 1977.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Dated 21st May, 1977.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 4953-4Lab-77/14150.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workmen and the management of M/s. M. Khanna and Co., 14/6 Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 31 of 1977

between

SHRI RANDHIR SINGH, WORKMAN AND THE MANAGEMENT OF M/S M. KHANNA
AND CO., 14/6 MATHURA ROAD, FARIDABAD.

Present:—

Shri Bhim Singh Yadav, for the workman.

Shri D. C. Bhardwaj, for the management.

AWARD

By order No. ID/7541, dated 2nd March, 1977, the Governor of Haryana, referred the following dispute between the management of M/s M. Khanna and Co., 14/6 Mathura Road, Faridabad and its workman Shri Randhir Singh to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947.

Whether the termination of services of Shri Randhir Singh was justified and in order? If not, to what relief is he entitled?

On receipt of the reference, notices were issued to the parties. Both the parties appeared and prayed for adjournment for the settling the dispute. On 6th May, 1977, the representatives of both the parties appeared but the representative of the workman stated that he had no instructions from the workman and therefore, he wants to withdraw. He further stated that the workman was not taking any interest even not attending him in spite of information sent to him. Then the representative of the workman did not appear.

From the statement of the representative of the workman, I find that there is no dispute between the parties. I therefore, given my award as follows:—

- (1) That there is no dispute between the parties.
- (2) That the termination of services of Shri Randhir Singh was justified and in order. He is not entitled to any relief.

NATHU RAM SHARMA,

Dated the 11th May, 1977.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 472, dated the 20th May, 1977

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Dated the 20th May, 1977.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.